

Express Mail No.: EL 838723257 US  
Attorney Docket No: XORI-002/00US

PATENT

**ASSIGNMENT  
(Joint)**

**Bryan Buus**, residing at 12581 Maria Circle, Broomfield, Colorado 80020; **Randall Gaz**, residing at 245 Remuda Lane, Lafayette, Colorado 80026; **Tom Malaher**, residing at 5016 Norquay Drive NW, Calgary, Alberta T2K 2L3, Canada; **Michael Muller**, residing at 848 Walnut Street, Unit D, Boulder, Colorado 80302; and **Keith Schwartz**, residing at 3625 N. Seeley Avenue, Chicago, Illinois 60618; (hereinafter each referred to as "Assignor") have made an invention(s) relating to certain new and useful improvements in:

**System and Method for Monitoring Key Performance Indicators In A Business**

set forth in an application for Letters Patent of the United States, which is a

- (1) ☐ provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
  - (a) ☐ having an oath or declaration executed on prior to filing of application; or
  - (b) ☒ bearing Application No. 09/877,414, and filed on June 8, 2001; and

WHEREAS, XOR Inc., a corporation duly organized under and pursuant to the laws of Colorado, and having its principal place of business at 5718 Central Avenue, Boulder, Colorado 80301 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and

entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, application number, the dates of execution of the oath or declaration, and attorney docket number of said application when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: July 5, 2001

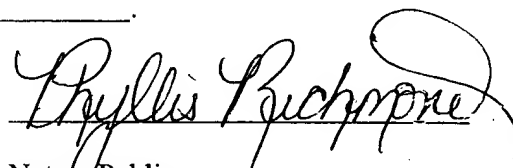
By:   
Bryan Buus

State of: Colorado

County of: Boulder


The preceding Assignment was acknowledged before me this 5<sup>th</sup> day of

July by Bryan Buus.



Notary Public

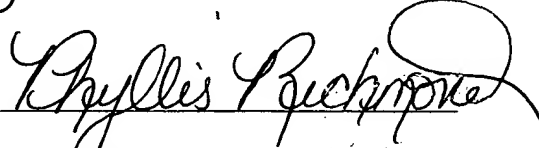
My Commission Expires: July 13, 2002

Date: June 29, 2001 By:   
Randall Gaz

State of: Colorado

County of: Boulder

The preceding Assignment was acknowledged before me this 29<sup>th</sup> day of  
June by Randall Gaz.

  
Notary Public

My Commission Expires: July 13, 2002

Date: Aug 2, 2001

By: Tom Malaher  
Tom Malaher

State of: Colorado

County of: Boulder

The preceding Assignment was acknowledged before me this 2<sup>nd</sup> day of  
August 2001 by Tom Malaher (RM).

Byllis Richmond  
Notary Public

My Commission Expires: July 13, 2002

Date: July 9, 2001

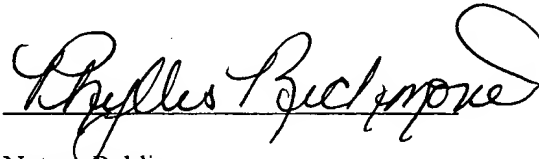
By:

  
Michael Muller

State of: Colorado

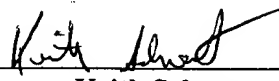
County of:

The preceding Assignment was acknowledged before me this 9th day of  
July by 2001.

  
Notary Public

My Commission Expires: July 13, 2002

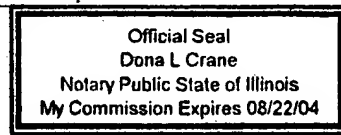
Date: 7/17/01

By:   
Keith Schwartz

State of: Illinois

County of: Cook

The preceding Assignment was acknowledged before me this 17<sup>th</sup> day of  
July by 2001



Notary Public

My Commission Expires:

8/22/04